

Memorandum of Understanding
between
U.S. Department of Agriculture - Forest Service;
U.S. Department of the Interior - Bureau of Land Management; Bureau of
Reclamation; Department of Army - U.S. Army Corps of Engineers
and
Tread Lightly!, Incorporated

Concerning:
The Protection of Federal Public Lands and Waters
Through Education About Outdoor Ethics Relating to
Responsible Motorized and Mechanized Recreation

I. Purpose and Scope

This Memorandum of Understanding (MOU) is executed to establish a framework for expanding a cooperative relationship under which, to the extent permitted by law, the USDA- Forest Service (Forest Service), USDI - Bureau of Land Management (BLM), Bureau of Reclamation (BOR), US Army Corps of Engineers (USACE) hereinafter "the agencies", and Tread Lightly!, Incorporated will cooperate with one another in areas of mutual concern related to land management and education issues regarding the responsible recreation use of Federal public lands and waters.

Tread Lightly! Inc., is a non-profit organization that is dedicated to informing outdoor enthusiasts about outdoor ethics regarding the responsible use of natural resources. Tread Lightly! Inc. develops and distributes educational materials to the public, focusing on the responsible use of off-highway vehicles (OHV's) and other forms of mechanical travel, and the principles of conducting recreation activities to protect the environment. Tread Lightly!, Inc. advises users to prevent adverse impacts to resources and landscapes by discovering the rewards of responsible off-highway use of motorized and mechanized recreation, and by respecting the environment and the rights of others. Collectively, this program and the resulting materials are named Tread Lightly!

II. Objective

The membership, organization, and purposes of Tread Lightly!, Inc. enable it to perform certain tasks which contribute to the more effective and efficient management of public lands and waters administered by the agencies. These tasks are to (1) provide public education about the protective use of public lands and waters and the responsible use of off-highway vehicles and other forms of mechanical travel and (2) contribute support to the agencies for the management and protection of public lands and waters.

III. Authority

Forest Service

- A. Organic Administration Act of 1897 (16 U.S.C. 473-475, 477-482, 551).
- B. Multiple Use Sustained Yield Act of 1960 (16 U.S.C. 528 (NOTE)).
- C. Cooperative Funds and Deposits Act of December 12, 1975 (16 U.S.C. 565 a-1-1-3)
- D. National Forest Management Act of 1976 (16 U.S.C. 1600) (note)).

BLM

- A. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701, et. Seq., PL 94-579, 90 stat. 274).
- B. National Historic Preservation Act Amendments of 1980 (16 U.S.C. 470, PL 96-515, 94 stat. 2987).
- C. Federal Grant and Cooperative Agreement Act of 1977 (P.L. 95-224, as amended. 31 U.S.C. Chapter 63.

Bureau of Reclamation
16 U.S.C. 4601-12, 18.

US Army Corps of Engineers
Flood Control Act of 1944, Section 4, as amended (16 U.S.C. 460d)

IV. Tread Lightly!, Inc. Responsibilities

Tread Lightly!, Inc. shall:

- A. Appoint its Executive Director or designee to act as liaison with the agencies.
- B. Encourage all motorized and mechanized vehicle manufacturers and related industries to portray responsible environmental use of their products in advertising and other media and publications.
- C. Provide Tread Lightly! materials to the agencies at a member discounted cost or through donation.
- D. Provide the agencies with the national Tread Lightly! exhibit (s), through donation or at cost, for internal or external (trade shows, state fairs, or other event) use.
- E. Review new Tread Lightly! logo(s), insignias, and products with agency coordinators and agree upon which should be protected. Action will be taken by Tread Lightly!, Inc. to register or trademark such new material under the name of the U. S. Government. Notwithstanding any copyright held by Tread Lightly!, Inc., Tread Lightly!, Inc. agrees that the U.S. government shall have unrestricted use of all logos and trademarks developed under this MOU. Upon disassociation with the agencies party to this MOU, newly registered or protected rights shall remain the property of the U.S. Government.
- F. Use agency logos, trademarks, and insignias, only in accordance with guidelines approved by the agencies. Work closely with agency coordinators in review of guidelines for educational and promotional materials, exhibits, advertisements and other modes of expression.
- G. Coordinate Tread Lightly!, Inc. programs, activities and publications with other Federal partners to ensure the consistency of the outdoor ethics message relating to the responsible use of natural resources.

V. Federal Agency Responsibilities

Federal agencies shall:

- A. Upon proper execution of an appropriate agreement and subject to applicable laws and regulations, periodically make available agency equipment (i.e. projectors, flip charts, etc.) and provide for use of facilities (i.e. conference rooms, auditoriums etc.) to Tread Lightly!, Inc. when deemed helpful or needed to accomplish mutual goals.
- B. Provide uniformed and well versed personnel, as available, at trade show exhibits or other promotions or activities to provide information about the agencies or the Tread Lightly! program.
- C. Where it is appropriate as determined by the agency representative and affected line officers, allow Tread Lightly!, Inc., to place posters, displays, and educational materials in agency offices.
- D. Designate one employee each to serve as an agency coordinator for all business between the agencies and Tread Lightly!, Inc.
- E. The designated agency coordinator may also serve on the education and other committees, and

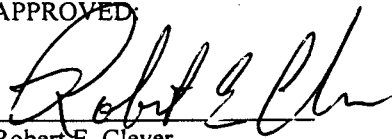
- help facilitate the review of Tread Lightly! products such as educational materials.
- F. Authorize Tread Lightly!, Inc. to use the Tread Lightly! trademark including the words Tread Lightly! with any form of lettering and with or without any kind of punctuation for non-commercial, educational purposes without charge for the term of this agreement.
- G. Support and implement the Tread Lightly! program in their respective agencies.

VI. Administration / General Provisions

- A. Tread Lightly!, Inc. shall indemnify, save and hold harmless and defend the agencies against all fines, claims, damages, losses, judgments, and expenses arising out of or from any omission or activity of Tread Lightly!, Inc.
- B. The agencies shall be an additional named insured on all liability policies. All such policies shall specify that the insurer shall have no right of subrogation against the United States Government for payment of any premium or deductibles whereunder, and such insurance policies shall be assumed by, credited to the account of, and undertaken at Tread Lightly!, Inc.'s sole risk.
- C. No transfer or assignment of this agreement or any part thereof or interest therein, directly, or indirectly, voluntary or involuntary, shall be made unless such transfer or assignment is first approved by the agencies in writing.
- D. Nothing in this MOU shall obligate the cooperating agencies to expend appropriation (s) or to enter into any contract or other obligation. Nothing in this MOU will be construed as affecting the authorities of the participants or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of available appropriations. Specific work projects or activities that involve the transfer of funds, services or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated. Each subsequent agreement or arrangement involving the transfer of funds, services, or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities and must be independently authorized by appropriate statutory authority.
- E. Tread Lightly!, Inc. shall make all membership opportunities and benefits available to all qualified companies, organizations, or individuals regardless of race, color, religion or creed, sex, physical disabilities or national origin as long as the member agrees to promote and exemplify responsible land use ethics.
- F. Any articles, press releases, advertisements or other public statements that refer to the agencies or their employees, in connection with activities authorized by this MOU, shall be submitted to the agencies for approval in advance of publication.
- G. Other than the acceptance by the agencies of the Tread Lightly! philosophy and ethic for responsible use of natural resources, nothing in this memorandum shall be interpreted to convey or imply an endorsement by the United States of any product, service or opinion of Tread Lightly!, Inc.
- H. The rights and benefits conferred by this MOU shall be subject to the laws of the United States governing the agencies and to the rules promulgated thereunder. Conditions and stipulations herein shall not be construed as in any way impairing the general powers of supervision, regulation, and control by the agencies.
- I. No member of, or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this MOU or to any benefit that may arise therefrom, but this restriction shall not be construed to extend this agreement if made with a corporation or company for its general benefit.
- J. Nothing herein is intended to conflict with current Department of Agriculture, Department of the Interior, U.S. Army Corps of Engineers or Tread Lightly!, Inc. directives. If any term of this agreement is deemed inconsistent with those directives, then the portions of this agreement that are inconsistent shall be null and void; but the remaining terms and conditions will remain in full force and effect.

- K. This MOU becomes effective upon signature by all parties and shall be in force for five years. This MOU will automatically continue for another five year period on December 31 of the last year, unless 90 days written notice of cancellation is provided by any of the parties before the date of renewal. Each party in this MOU reserves the right to terminate the agreement, or any part thereof, at any time upon 90 days written notice. Prior to termination of this agreement, the terminating party will identify the reasons for the termination to all parties signing the MOU. The MOU will remain in effect for those parties not terminating the agreement through the remainder of the five year period. Additional parties may be added to this MOU with the concurrence of the present parties.
- L. This MOU in no way restricts the agencies or Tread Lightly!, Inc. from participating in similar activities or arrangements with other public or private agencies or parties.

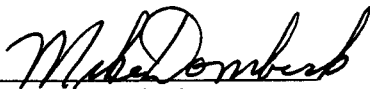
APPROVED:



Robert E. Clever

Chair, Board of Directors, Tread Lightly!, Inc.

10/1/98
Date



Michael Dombeck

Chief, USDA Forest Service

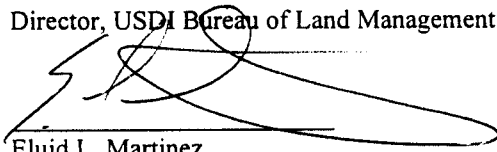
9-24-98
Date



Pat Shea

Director, USDI Bureau of Land Management

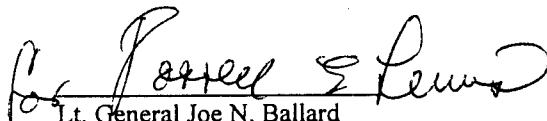
9-24-98
Date



Eluid L. Martinez

Commissioner, USDI Bureau of Reclamation

11/23/98
Date



Lt. General Joe N. Ballard

Commander, US Army Corps of Engineers

10/1/98
Date